

Application for Stabling 2024

Expected Arrival Date:

NAME OF HORSE	SEX	AGE	NAME OF OWNER(S)	NAME OF TRAINER	COND LAST START

## DEADLINE TO SUBMIT – Thursday, February 1, 2024

Completed Application in person or email to:	
racingstallapplications@greatcanadian.com	

	OFFICE USE ONLY	
Barn:	Tack Room:	
Stalls:	Approved by:	

NOTE: Please read the ground rules as well as the terms and conditions on the back of this form.

NAME:

ADDRESS:

PHONE:

## **Ground Rules**

- Each Trainer and Owner must be listed and must be a member in good standing of Harness Racing BC ("**HRBC**").
- All Trainers are responsible to ensure their staff are members in good standing and licensed by HRBC and Standardbred Canada.
- All persons entering or on Fraser Downs @ Elements Casino ("**Premises**") must hold a valid Gaming Policy and Enforcement Branch (British Columbia) license and must be able to produce such license upon request at any time.
- When requested, Trainers will be responsible for providing Orangeville Raceway Limited ("Orangeville") and/or HRBC with a full list of people they are employing to work in their stable and tack room, as applicable (collectively referred to herein as the "Stall") and require backstretch access on the Premises. Trainers who fail to provide the list will not be granted Stalls for the upcoming meet.
- Broodmares, and weanlings are not permitted to be stabled on the grounds of the Premises.
- No open flame/heat source or ignition sources are permitted in the Stalls, buildings or barns on the Premises.
- No smoking is permitted inside the Stalls, any buildings or barns, doorways and on the track or outside of designated areas.
- Smoking is only permitted in designated areas. Designated areas will be marked accordingly and must be at least seven (7) meters away from any doorway or opening of the buildings and barns on the Premises. Cigarettes must be extinguished in a proper container.
- No drug activity including Cannabis is permitted on the Premises. For the avoidance of doubt, Cannabis is not permitted anywhere on the Premises.
- No alcohol is allowed in the Stalls and the barn area of the Premises. Alcohol can only be consumed in licensed areas on the Premises and such areas will be indicated as such.
- No overnight parking or camping in the parking lot or backstretch of the Premises is
  permitted, unless written permission is received from the race office and appropriate
  documentation is executed.
- No sleeping/living on Premises at any time is permitted, unless written permission is received from the race office and appropriate documentation is executed.
- A preapproved licensed horse trailer can be kept on the Premises for movement of horses.
- No dumping of personal household items on the Premises is permitted.
- No parking in non-designated areas on the Premises is permitted.
- No parking in the barn areas of the Premises is permitted.
- No dogs are allowed on backstretch or parking lots of the Premises. No animals shall be left unattended in a vehicle or trailer on the Premises.
- Helmets and chin straps must always be worn while on track, in addition drivers must wear a protective vest during live racing.
- Horse feed must be kept in appropriate containers. Barns must have easy access without clutter in shedrows or breezeways.
- The main track on the Premises closes at 1:00 pm. The inside/training track on the Premises closes at 2:00pm (subject to change at the discretion of Orangeville). No exceptions; if found on either track past closing time Orangeville reserves the right to issue a fine against you. You will not receive Stalls for the upcoming meet if such fine is not paid.
- Upon shipping out, Stalls must be stripped clean (there will be a minimum \$25 charge for any that are not done). You will not receive Stalls for the upcoming meet if such charge is not paid.
- After completion of initial stall application any horse leaving or entering the Premises will require the presentation of a horse movement form at the security gate.
- Tack rooms are not to be used for living premises and will be allocated at the discretion/approval by the racing secretary in conjunction with HRBC.
- No violence or abusive language of any kind will be tolerated.
   Failing to adhere to the above rules may, at Orangeville's election, result in fines and/or possible barring from the Premises and/or loss of stabling privileges at the Premises.

## **Terms and Conditions**

In consideration of being allowed any stabling accommodations, each Trainer hereby agrees as follows:

- That any and all substitutions for the horses named on the form hereof and any and all changes of the conditions of the same must be approved in writing by Orangeville Raceway Limited ("Orangeville") prior to date of shipping. The horses named on the front hereof and all substitutions approved as aforesaid shall be hereinafter called the "horses"
- That as and when from time to time, any of the horses are dropped training or are not to be raced at the meeting in progress, the relevant Trainer will immediately inform Orangeville in writing giving the names of such horses.
- 3. When Stalls have been allocated, they are for the horses of the person to whom assigned, unless re-assigned by Orangeville. No Trainer shall be permitted to share Stalls without permission. Trainers will not be allowed to loan Stalls allocated to them to other Trainers. Any violation of this regulation may result in the offending person being asked to remove his/her horses from the Premises.
- 4. Stalls not used will revert back to Orangeville. Orangeville requests that Trainers maintain a minimum of one start, per Stall, per month, in order to keep their allotted number of Stalls. Trainers that have been allotted Stalls in British Columbia are expected to run their horses in British Columbia.
- 5. Orangeville shall not either jointly, or severally be liable or responsible for any loss, damage or injury incurred, sustained or suffered by any Trainer or any person in their employ or under their control or charge, or any person, firm or corporation contracting with any Trainer or any employee thereof, or for any loss, damage or injury to the horses, sulkies or other personal property belonging to any Trainer or in their possession or control, occurring on the Premises or occurring while the horses are being transferred to or from the Premises or any of them and whether such loss of injury is caused by fire, the conditions of the Premises, the negligence of Orangeville or in any manner whatsoever.
- 6. Each Trainer shall, jointly and severally, indemnify Orangeville and its respective affiliates, officers, employees and agents against any loss, damage, injury or costs, including legal costs, incurred, sustained or suffered by it or caused by any of the horses or by any Trainer or by any person in their employ or under the control or charge, or by any person, firm or corporation with whom the Trainer is in contract with or any employee thereof, or by personal property belonging to the Trainer or in their possession or

control, and to indemnify Orangeville and its respective affiliates, officers, employees and agents, and each of them, from any and all claims in respect of injury or death of a horse or the Trainer's employees, trainers, drivers or agents or of the employees, drivers or agents or of the employees, or agents of said Trainers, drivers or agents or any of them, occurring from any cause whatsoever, including, without limiting the generality of the foregoing, negligence of Orangeville.

- 7. That this privilege of stabling accommodation may be reassigned, reduced, revoked and/or terminated by Orangeville, at its sole discretion, at any time without further notice.
- Each Trainer shall abide by and be governed by the lawful rules of the Gaming Policy and Enforcement Branch and of Standardbred Canada.
- 9. That this Contract is made with and shall ensure to the benefit of Orangeville.
- 10. Each Trainer shall remove its horses and/or those in its possession charge or control together with all personal property belong to the Trainer or which the Trainer has possession, charge or control from the Premises forthwith upon the expiration of twenty-four (24) hours after Orangeville has given the Trainer notice in writing to vacate the Stalls, which notice may be given in the absolute discretion of Orangeville without any reason or cause existing or being stated or given; any such notice or any other notice given hereunder shall be sufficiently given by posting up such notice on some portion of the Stalls allotted to the Trainer and such notice shall be deemed to be given at the time when the same is posted up. Each Trainer undertakes that its employees shall leave the Premises forthwith upon the expiration of the twentyfour(24) hours' notice as aforesaid. Each Trainer agrees that if upon expiration of the said twenty-four (24) hours' notice hereinbefore mentioned, any horse or horses or personal property belonging to the Trainer or in its possession, charge or control, have not been recovered from the Premises, Orangeville shall be entitled to remove same from the Premises without further notice, either to a public pound or Orangeville may stable same at the Trainer's expense elsewhere and Orangeville shall in no event, either jointly or severally be responsible for any such horse or horses as foresaid. Each Trainer agrees that in the event of the horses being stabled elsewhere at the Trainer's expense as aforesaid that the person, firm or corporation stabling the horses or paying for the stabling of same shall have all the rights of the keeper of a boarding stable under the Innkeepers Act of British Columbia.
- 11. Save as provided for in these terms and conditions, no

electrical wiring, heating or lighting apparatus shall be installed in the Stalls allotted to the Trainer without the prior written approval of Orangeville and should any change or alteration from time to time be required by fire regulations or any competent authority or by Orangeville, the Trainer agrees to make such alterations as directed and when required by Orangeville, the cost of any and all electrical wiring, heating or lighting apparatus or alteration thereof shall be borne and paid by the Trainer.

- 12. The Trainer shall be entitled to install surveillance cameras in the Stalls allotted to it, provided the following conditions are strictly adhered to: (i) Orangeville will be provided with written notification (in the form attached as Appendix 1) prior to any cameras being installed, such notification to specify the number and location of the cameras as well as the necessary cabling required, (ii) the sole purpose for the installation of such cameras will be to monitor the horses, (iii) clear and visible signage will be erected informing persons that the area in guestion is under private camera surveillance by the Trainer, (iv) the installation and maintenance of such cameras and all necessary internet lines and cabling will be for the Trainer's account, (v) such cameras will be adequately insured and will remain the Trainer sole ownership and responsibility, (vi) the cameras and all associated cabling will be installed by a suitably qualified electrician and will not, at any time, adversely affect the electrical wiring, heating or lighting apparatus installed in the Stalls, (vii) the cameras will not infringe on any persons privacy rights and will not be public facing, facility facing or facing any sensitive areas. To the extent that the cameras are found to be infringing such rights, the Trainer shall immediately, at its own cost and expense, attend to relocating the cameras. Should the Trainer fail to attend to the relocation of same, Orangeville shall be entitled to attend to such relocation and the Trainer shall, on demand, reimburse Orangeville for all expenses in relation thereto, (viii) upon the termination or cancellation of this contract, the Trainer shall ensure that all cameras and cabling are immediately removed and the Stalls shall be restored to its original position, fair wear and tear excepted. Should the Trainer fail to attend to the removal of same, Orangeville shall be entitled to attend to such removal and the Trainer shall, on demand, reimburse Orangeville for all expenses in relation thereto: and (ix) Orangeville shall be given full access to all video recordings as and when requested for purposes of any compliance and/or incident investigation. Video recordings shall not be made available to any third party, without Orangeville's prior written consent.
- 13. Each Trainer shall, jointly and severally, indemnify Orangeville and its respective affiliates, officers, employees and agents against any loss, damage, injury or costs, including legal costs, incurred, sustained or suffered by it or caused by any breach of

the provisions of article 12.

- 14. It is understood that Orangeville reserves the right any time to deny admission to the Premises or any Stall to any Trainer or its employees or to its agents or any persons under its control or any person, firm or corporation contracting with the Trainer.
- 15. Upon arriving at the Premises, each Trainer shall ensure that all horses in its care shall be properly vaccinated in accordance with current applicable laws and regulations, or such other policies, requirements or restrictions as may be in force and applicable from time to time. A race official, racing veterinary, Gaming Policy & Enforcement Branch (BC Ministry of Finance), or other government agencies involved in racing, may request proof of such vaccinations from time to time, and each Trainer shall ensure that such proof is made available within forty-eight (48) hours of such request, failing which Orangeville will be entitled to deny such Trainer access to the Premises.
- 16. Each Trainer will be responsible for the conduct of each and every one of its employees and/or any person or persons in its charge or control or any person, firm or corporation contracting with the Trainer on the Premises and for the conduct of each and every person to whom a pass is granted on the Trainer's application; the Trainer undertakes that upon termination of the employment of any such employee or upon any person hereinbefore mentioned ceasing to be under its charge or control or upon ceasing to be in contract with any such person, firm or corporation, the pass, if any, of such person will forthwith delivered to Orangeville for cancellation.
- 17. Each Trainer undertakes not to mutilate or in any way damage the Stalls allotted to it and further undertakes that it will not make or permit to be made any structural changes in the said Stalls, without the prior written approval of Orangeville; that each Trainer will, jointly and severally, be responsible for all damage to the Stalls allotted to the Trainer while the horses or any of them are stabled therein; that each Trainer will keep such Stalls in good and clean condition and deposit the manure and litter where directed by Orangeville.
- That there is no representation, warranty, or collateral agreement given or made by Orangeville or any of them affecting this contract other than as expressed herein in writing.
- Orangeville and its employees, agents, contractors, and other authorized representatives shall have the right to enter the Stalls at any time, in the case of an

emergency, and otherwise at reasonable times upon not less than twenty-four (24) hours prior written notice for the purpose of showing the Stall to any applicable regulator, or making such alterations, repairs, improvements, or additions to the Stalls as Orangeville may deem necessary, or performing any obligation of Orangeville under this contract.

20. All references to Trainer herein shall include the Owner(s) to the extent the Owner(s) are signatories hereto.

The undersigned acknowledges that it has read and is familiar with the ground rules and the terms and conditions as stated herein and accepts same by signing this application.

Signed:
Name:
Date:

(For myself, as a Trainer, and as a duly authorized representative for each and every Owner named as an owner on the front hereof)

## Appendix 1 - Surveillance Camera Details

Trainer Name:

Date:

Stall:	 					
Tack room:	 	 				
Trainer:						
Types of cameras:	 					
Quantity of cameras:	 	 				
Location:	 	 				
View:						
Installer (Electrician):						
Proposed installation date:						
Cabling details:						
Signage:						
Insurance:						
Signed:			Approved by Ora	angeville Raceway	Limited:	

Signed:

Trainer Name:

Date:

Jate: